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Marguerite Mounier-Wells, Esq. (MMW 5960)
Fitzgerald & Crouch, P.C.
649 Newark Avenue
Jersey City, NJ 07306
Phone: (201)533-1100
Fax: (201)533-1111
Attorney for the Debtors

Order Filed on December 6,
2019 by Clerk, U.S. Bankruptcy
Court - District of New Jersey

United States Bankruptcy Court
District of New Jersey

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In Re:

Chapter 13

Case No.: 17-34679

LUIS ORELLANA
SUSANA ORELLANA,

Honorable Stacey L. Meisel

HEARING DATE: 11/13/2019
10:00 a.m.

Debtors.
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**ORDER APPROVING CO-DEBTOR'S PARTIAL PERSONAL INJURY
SETTLEMENT *NUNC PRO TUNC***

The relief set forth on the following pages, numbered two (2) through two (2) is hereby
ORDERED.

DATED: December 6, 2019

Honorable Stacey L. Meisel
United States Bankruptcy Judge

Page 2

Debtor: Luis & Susana Orellana

Case No. 17-34679

Caption: ORDER APPROVING CO-DEBTOR'S PARTIAL PERSONAL INJURY
SETTLEMENT *NUNC PRO TUNC*

This matter having come before the Court upon the debtor's Notice of Motion for an Order approving the co-debtor's partial personal injury settlement *nunc pro tunc*, and the Court having examined the evidence presented, and for good cause shown;

It is

ORDERED AND DECREED, that the co-debtor's partial personal injury settlement hereby attached as Exhibit A to this Order is approved; and it is further

ORDERED AND DECREED, that of the \$32,500.00 representing the co-debtor's partial personal injury settlement, the co-debtor is entitled to receive \$21,513.01 after paying counsel fees and expenses; and it is further

ORDERED AND DECREED, that of the \$21,513.01 representing the co-debtor's award after counsel fees and expenses, \$21,224.27 is exempt and not subject to disbursement by the Chapter 13 Trustee.

ORDERED AND DECREED, that of the \$21,513.01 representing the co-debtor's partial personal injury settlement, \$288.74 is non-exempt and subject to disbursement by the Chapter 13 Trustee; and it is further

ORDERED AND DECREED, that the co-debtor shall pay within seven (7) days of the entry of this Order \$288.74, representing the turnover of the non-exempt funds disbursed to her by her personal injury counsel; and it is further

ORDERED AND DECREED, that fees in the amount of \$10,822.50 to Harrell, Smith & Williams, LLC, counsel for the co-debtor, are hereby approved by this Court.

Marguerite Mounier-Wells. Esq. (5960)
Fitzgerald & Crouch, P.C.
649 Newark Avenue
Jersey City, NJ 07306
Phone: (201)533-1100
Fax: (201)533-1111
Attorney for the Debtors

United States Bankruptcy Court
District of New Jersey

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In Re:

Chapter 13

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LUIS ORELLANA
SUSANA ORELLANA,

Honorable Stacey L. Meisel

HEARING DATE: 11/13/2019
10:00 a.m.

Debtors.

-----X

Exhibit A – Settlement & Release, Stipulation of Dismissal & Disbursement Sheet

STATEMENT OF SETTLEMENT

CLIENTS NAME: Susana Orellana

D/A: 1/02/2016

RECEIPTS

Received in full settlement of all claims \$ 32,500.00

DISBURSEMENTS

The following out-of-pocket expenses have been made on your behalf:

None

TOTAL \$ 0.00

Harrell Smith & Williams, LLC - 33.33% counsel fee \$ 10,822.50
(referral fees to be paid out of this)

The following medical expenses will be made on your behalf:

First Choice Chiro \$ 164.49

TOTAL \$ 164.49

BALANCE DUE CLIENT \$ 21,513.01


I have examined and find in proper order and satisfactory in all respects the forgoing Statement of Settlement and I hereby authorize you to deduct from the Settlement obtained and collected from the defendants and direct you to pay against receipt therefor, the items mentioned in the Statement of Settlement.

I hereby acknowledge that said items are proper expenditures and charges are satisfactory in amount.

I also hereby acknowledge that I am completely satisfied with the manner in which you have handled the within action and with the disbursement of the monies as set forth in the Statement of Settlement.

I hereby acknowledge that any and all unpaid medical bills not paid by PIP Insurance or personal health insurance are the personal responsibility of the client whether or not set forth in the Statement of Settlement, and that the law firm of Harrell, Smith & Williams, LLC will be held harmless if any legal action is taken against me for nonpayment of these medical bills.

DATED


Susana Orellana

10/4/2019

Law Offices of

HARRELL SMITH & WILLIAMS, LLC

**767 Central Avenue
Westfield, New Jersey 07090**

Tele: 908.264.7228

Fax: 908.543.7039

www.HarrellSmithWilliams.com

**Kenneth M. Harrell•
James Bayard Smith, Jr.
Daniel J. Williams**

**•Certified by the Supreme Court of
New Jersey as a Civil Trial Attorney**

**Leigh A. Raffauf
PIP Litigation Director
John FX Kennedy•
Of Counsel**

September 13, 2019

**Law Office of Eric H. Bennett
3 University Plaza Suite 502
Hackensack, NJ 07601
Attn: Jennifer Obodo, Esq.**

**RE: Susan Orellana v. Luis Orellana
Docket No: HUD-L-4906-17**

Dear Ms. Obodo:

Enclosed please find a fully executed Release in the amount of \$32,500.00. Please forward your settlement check payable to Susanna Orellana and Harrell, Smith & Williams, LLC, her attorneys as soon as possible.

Additionally, enclosed herewith is a W-9 form, Charles Jones Child Support Search and a Stipulation of Dismissal.

Thank you for your time and attention.

Very truly yours,
HARRELL, SMITH & WILLIAMS, LLC

John F.X. Kennedy /s/

BY: JOHN F.X. KENNEDY, ESQ.

JFK/fd/Encl.

RELEASE IN FULL OF BODILY INJURY CLAIMS

Claim Number: 0485480270101031

Code: J155.

FOR AND IN CONSIDERATION of the payment to Susanna Orellana (*Releasor(s)*) by and on behalf of Victor R Cortes, Kristine A Santana and GEICO INDEMNITY COMPANY (*Releasee(s)*) of the sum of THIRTY-TWO THOUSAND FIVE-HUNDRED DOLLARS AND 00/100 (\$32,500.00), and other good and valuable consideration, receipt of which is hereby acknowledged, Releasor(s) hereby and for his/her/their heirs, executors, administrators, successors and assigns, do/does release, acquit, and forever discharge Releasee(s) and their agents, servants, successors, heirs, executors, administrators of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, loss of consortium, expenses and compensation whatsoever, which Releasor(s) now have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries, and the consequences thereof resulting or to result from the accident, casualty or event, or death which occurred on or about January 2nd, 2016 at or near 51st Street & Tonnelle Avenue in North Bergen, New Jersey, which is also the subject of an action entitled "Orellana v. Cortes & Santana" filed with the Superior Court of New Jersey, Law Division, County of Hudson under Docket Number HUD-L-4906-17.

IT IS UNDERSTOOD AND AGREED that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that Releasee(s) deny liability therefore and intend merely to avoid litigation.

Releasor(s) hereby declare and represent that the injuries sustained are or may be permanent and progressive and that recovery there from is uncertain and indefinite and in making this Release it is understood and agreed that Releasor(s) rely wholly upon his/her/their belief and knowledge of the nature, extent, effect and duration of said injuries and liability therefore and that this Release is made without reliance upon any statement or representation of the party or parties hereby released or their representatives.

Further, Releasor(s) state that while he/she/they hereby release any and all claims against Releasee(s) and their heirs, executors, administrators, agents, employees, successors, and assigns, for both past and future losses, including medical expense, health care and related expenses, the necessity for future medical treatment and expenses incurred is speculative and unknown at this time and therefore, as a result, Releasor(s) reserve the right to pursue and recover all future medical expenses, health care and related expenses, from any person, firm or organization who may be responsible for payment of such expenses, including any first-party health or automobile insurance coverage, *but such reservation does not include Releasee(s).*

Nothing in this Release should be construed to release any health care provider, or any insurance company from its obligation to provide underinsured/uninsured motorist benefits, personal injury protection benefits, medical payments coverage, health insurance coverage, major medical insurance coverage, disability insurance coverage or life insurance coverage from any claims arising out of the above described incident.

In reaching agreement on the terms of this Release, the parties acknowledge Releasor's possible entitlement to Social Security disability benefits pursuant to 42 U.S.C., Section 423, and any related conditional payments by Medicare or Medicaid under 42 U.S.C., Section 1395y. The parties agree that this settlement is intended to provide Releasor(s) a lump sum and/or future periodic payment which will foreclose Releasee(s) responsibility for future payment of all injury related medical expenses, if any.

Releasor(s) agrees to hold harmless and indemnify Releasee(s) from any cause of action, including, but not limited to, an action by CMS to recover or recoup Medicare payments, including past, present, and any future conditional payments.

IN FURTHER CONSIDERATION of said payment, Releasor(s) agree to defend, protect, indemnify and hold harmless Releasee(s) from any and every claim or demand, loss and expense of every kind, which may ever be asserted by him/her/them, on his/her/their account, or by anyone else, arising out of any bodily injuries sustained by Releasor(s) as set forth above, and Releasee(s) shall be entitled to plead this obligation and this Release in defense of any such claim. Releasor(s) specifically undertake and agree to defend, indemnify and hold harmless Releasee(s) for any claims, demands, liens, or assignments, relating to the medical care, diagnosis, or treatment of Releasor(s), and any workers compensation claims, demands or liens now pending, or which may be asserted in the future, and any liens arising out of the legal representation of Releasor(s).

Releasor(s) further represent(s) that he/she/they are of legal age and have read and understand this Release of all Claims and Indemnification Agreement and that he/she/they has/have had the opportunity to consult with counsel prior to executing the same.

SIGNED AND SEALED THIS 13th DAY OF September, 2019.

Witness

Susana Ornela
Releasor

Witness

Releasor

STATE OF NEW JERSEY)

COUNTY OF _____)

) SS.

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is/are personally known to me or who has/have produced _____ as identification and who did take an oath.

NOTARY PUBLIC

Printed Named: _____
Commission No.: _____
My Commission Expires: _____

"Any person who knowingly files a statement of claim containing any false or misleading information is subject to civil and criminal penalties"

Claim Number: 0497306450101010 Code: J155

John F.X. Kennedy
John F.X. Kennedy
Attorney At Law
State of New Jersey

HARRELL SMITH & WILLIAMS, LLC

John F.X. Kennedy, Esq.

NJ Attorney ID #: 034931989

767 Central Avenue

Westfield, NJ 07090

Phone: 908-543-7037

Fax: 908-543-7039

Attorneys for the Plaintiff

SUSANNA ORELLANA,

Plaintiff,

vs.

LUIS ORELLANA, HONDA LEASE
TRUST, VICTOR CORTES, KRISTINE
SANTANA, DANIEL MILLS, ANDERSON
LEASING INC., JOHN DOES 1-10 AND
ABC CORPS. 1-10, (representing currently
unknown or unidentified defendants who
contributed to the happening of the accident
and/or plaintiff's injuries and damages)

Defendants.

: SUPERIOR COURT OF NEW JERSEY

: LAW DIVISION - HUDSON COUNTY

: DOCKET NO.: HUD-L-4906-17

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Civil Action

: **STIPULATION OF DISMISSAL**

: **WITH PREJUDICE AS TO DEFENDANTS**

: **KRISTINA SANTANA AND VICTOR**

: **CORTES**

The matter in the above entitled action having been amicably adjusted by and between the parties, it is hereby stipulated and agreed that the same be and it is hereby dismissed with prejudice and without costs against **Defendants, KRISTINA SANTANA and VICTOR CORTES**

Harrell Smith & Williams, LLC

Law Office of Eric Bennett

By: 

John F.X. Kennedy, Esq.

Attorney for Plaintiff, Susanna Orellana

By: 

Jennifer Ochoa, Esq.

Atty for Defendants, Santana & Cortes

Dated: September 13, 2019



* * * CHILD SUPPORT JUDGMENT SEARCH * * *
NEW JERSEY SUPERIOR COURT

543-7037-90

RE: SUSANNA ORELLANA

CERTIFIED TO:

HARRELL SMITH & WILLIAMS LLC
767 CENTRAL AVE
WESTFIELD NJ 07090

CHARLES JONES LLC HEREBY CERTIFIES THAT IT HAS SEARCHED THE INDEX OF THE CIVIL JUDGMENT AND ORDER DOCKET OF THE SUPERIOR COURT OF NEW JERSEY AND DOES NOT FIND REMAINING UNSATISFIED OF RECORD THEREIN A JUDGMENT FOR CHILD SUPPORT PURSUANT TO N.J.S.A. 2A:17-56.23(B) EXCEPT AS SET FORTH BELOW AGAINST:

SUSANNA ORELLANA
SSN: XXX-XX-6024
*** Name is CLEAR ***

FROM TO
09-01-1992 09-11-2019

DATED 09-11-2019
TIME 08:45 AM

FEES: \$ 10.00
TAX: \$ 0.00
TOTAL: \$ 10.00

CJ19-256-03115 256 0756256 01

CHARLES JONES LLC
P.O. BOX 8488
TRENTON, NJ 08650

W-9

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Rev. December 2014
Department of the Treasury
Internal Revenue Service

See separate instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Harrell Smith & Williams, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
☒ Limited liability company. Enter the tax classification (C=0 corporation, S=S corporation, P=partnership) P
 Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts established outside the U.S.)

5 Address (number, street, and apt. or suite no.)

767 Central Ave

6 City, state, and ZIP code

Westfield N.J. 07090

7 List account number(s) here (optional)

Requester's name and address (optional)

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a joint tenant, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

a. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for the lines on whose number to enter.

Social security number

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OR

Employer identification number

4	7	-	1	6	1	3	1	5	6
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Certification

Under penalties of perjury, I certify that:

the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

I am a U.S. citizen or other U.S. person (defined below); and

the FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

For information on backup withholding rules, see the instructions on page 3. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Signature of U.S. person ▶

[Signature]

Date ▶ 1/29/15

General Instructions

Instructions refer to the Internal Revenue Code unless otherwise noted. For more information on developments affecting Form W-9 (such as legislation enacted after we released it) is at www.irs.gov/irb.

Purpose of Form

Individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN). This may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1088 (home mortgage interest), 1088-E (student loan interest), 1088-T (tuition)
- Form 1099-C (cancelled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you may be subject to backup withholding. See *What is backup withholding?* on page 2.

- By signing this filled-out form, you:
1. Certify that the TIN you are giving is correct for you are waiting for a number to be issued.
 2. Certify that you are not subject to backup withholding, or
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partner's share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What is FATCA reporting?* on page 2 for further information.